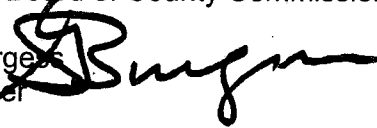


Memorandum



Date: January 20, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Road Transfer Agreement with the Village of Palmetto Bay

Agenda Item No. 7(P)(1)(C)

This item was amended at the December 7, 2004 Governmental Operations and Environment Committee to incorporate language in the road transfer agreement that states that the County will continue to maintain responsibility for all stormwater drainage related functions.

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Road Transfer Agreement between Miami-Dade County and the Village of Palmetto Bay. The Agreement establishes the terms and conditions between the County and the Village for the transfer of public roads within the municipal boundaries of the Village of Palmetto Bay from the County road system to the Village road system.

BACKGROUND

Since the Village of Palmetto Bay incorporated on September 10, 2002, the County maintained all of the local roads in the Village and billed it for this service. The transfer of local roads was identified and approved for conveyance in the Master Interlocal Agreement authorized by the BCC at its meeting of July 22, 2003. The Village of Palmetto Bay has requested that the County proceed with a Road Transfer Agreement to convey jurisdiction, ownership and control of public roads within its municipal limits, currently designated as part of the County road system, to the Village road system. This Agreement will transfer the existing County road system within the municipal boundaries of the Village, excluding the major arterial road corridors that the County will continue to maintain (Exempt Roads).

The transfer of jurisdictional functions, outlined in the Agreement, will provide the Village the right and responsibility to maintain the existing right-of-way and infrastructure of all transferred roads, including road surfacing, sidewalks, and landscaping. The Village will assume liability for these rights and responsibilities. Section 1.01(1) of the Dade County Home Rule Charter gives Miami-Dade County the responsibility to regulate countywide traffic functions. Section 2-96.1 of the Miami-Dade County Code gives the County's Public Works Department exclusive jurisdiction to regulate vehicular traffic in Miami-Dade County, including municipalities. Therefore, jurisdiction over the aforementioned traffic engineering functions will be retained by the County.


Deputy County Manager


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(P)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(P)(1)(C)
01-20-05

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A ROAD TRANSFER AGREEMENT WITH THE VILLAGE OF PALMETTO BAY TO TRANSFER THE JURISDICTION, OWNERSHIP AND CONTROL OF THE LOCAL PUBLIC ROADS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF PALMETTO BAY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Road Transfer Agreement between Miami-Dade County and the Village of Palmetto Bay, pursuant to Section 335.0415, Florida Statutes, providing for the Village to assume the jurisdiction, ownership and control of public roads heretofore designated as part of the County road system prior to the effective date of this Agreement, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.


The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

Thomas Goldstein

By: _____
Deputy Clerk

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ROAD TRANSFER AGREEMENT

Between

MIAMI-DADE COUNTY, FLORIDA

And

VILLAGE OF PALMETTO BAY

THIS AGREEMENT made and entered into this ____ day of _____, 2005, by and between: MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the state of Florida, (the "COUNTY"), through its Board of County Commissioners,

AND

The VILLAGE OF PALMETTO BAY, a Florida municipal corporation existing under the laws of the state of Florida (the "VILLAGE").

WITNESSETH:

WHEREAS, certain public roads on the County Road System are within the municipal limits of the VILLAGE (hereinafter referred to as "Road Segments"); and

WHEREAS, the COUNTY and the VILLAGE are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the VILLAGE; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual Agreement of the COUNTY and the VILLAGE; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements thereto be transferred to the VILLAGE.

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NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. The jurisdiction, ownership and control of all public roads within the corporate limits of the VILLAGE OF PALMETTO BAY of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the Village road system, except for the following roads (which are hereafter referred to as "Exempt Roads"):

- (a) SW 136 Street from US-1 to Old Cutler Road east of SW 62 Avenue
- (b) SW 152 Street from US-1 to SW 67 Avenue
- (c) SW 168 Street from US-1 to Old Cutler Road
- (d) SW 184 Street from US-1 to Old Cutler Road
- (e) SW 97 Avenue from SW 184 Street to US-1
- (f) SW 87 Avenue from SW 184 Street to SW 144 Street
- (g) SW 77 Avenue from Old Cutler Road to SW 136 Street
- (h) Old Cutler Road from SW 184 Street to SW 136 Street
- (i) SW 67 Avenue from SW 152 Street to SW 136 Street

3. The right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic signals, signs and pavement markings, including road closures or traffic-calming devices and setting the hours and days that construction by any Department or Agency of the COUNTY in or on any public street is not transferred to the VILLAGE. The COUNTY retains jurisdiction over traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except state road rights of way.

4. The VILLAGE agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segments.

5. The COUNTY shall remain responsible for the planning, design, construction, improvement, and maintenance of all stormwater drainage related functions of the Road Segments at the same level of service provided in UMSA until such time that the Miami-Dade County Board of County Commissioners approves the CITY's request for exemption (opt-out) of the Miami-Dade County Stormwater Utility.

6. The COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways.

7. The VILLAGE and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The VILLAGE and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

8. The COUNTY shall provide the VILLAGE with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

9. The COUNTY agrees to meet with the VILLAGE regarding any issues involving completed roadway projects funded by Federal Emergency Management (FEMA) grants and Quality Neighborhood Improvement (QNIP) funds completed within 24 months of the date of this agreement and upon the Village Manager's request.

10. Upon execution of this Agreement, the County Manager and Village Manager shall determine a mutually agreeable date for the recordation and transfer of the Road Segments following the approval of this road transfer agreement by the Board of County Commissioners.

11. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

George M. Burgess
County Manager
County Manager's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128
Telephone: (305) 375-5311
Facsimile: (305) 375-4658

For the VILLAGE:

Charles Scurr
Village Manager
Village of Palmetto Bay
8950 SW 152 Street
Miami, FL 33157
Telephone: (305) 259-1234
Facsimile: (305) 259-1290

12. The VILLAGE and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith.

13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

15. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

17. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Manager, authorized to execute same by Board action on the ____ day of _____, 2005, and the VILLAGE, signing by and through its Manager, authorized to execute same by Council action on the 8th day of September, 2004.

(Signature page follows)

ATTEST:

VILLAGE OF PALMETTO BAY,
a municipal corporation

By _____
Village Clerk

By _____
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Village Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida
By its Board of County
Commissioners:

County Manager

Date: _____

ATTEST:
HARVEY RUVIN, CLERK

By _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____
County Attorney